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LAW OFFC GLENN A WOLTERWolter
003UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CHRISTOPHER MANGAL AND EWART BURTON,

Plaintiff,

-against-

THE CITY OF NEW YORK, a municipal corporation,
Undercover Police Officer #974; Police Officer Jennifer
Childs; John & Jane Does individually and as police and
supervisory officers of the New York City Police
Department, the identity and number of which is unknown,

Defendants.

STIPULATION OF
SETTLEMENT AND
ORDER OF DISMISSAL

07 CV 3777 (JGK)

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 DOC #: _____
 DATE FILED: 08/25/08

WHEREAS, plaintiffs commenced this action by filing a complaint on or about May 11, 2007, alleging that defendants violated plaintiff's federal civil and state common law rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs' allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiffs have authorized their counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraphs "2" and "3" below.

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2. The City of New York hereby agrees to pay plaintiff Christopher Mangal the sum of Thirty Five Thousand (\$35,000.00) Dollars in full satisfaction of all claims, including for attorney's fees, costs and expenses. In consideration for the payment of this sum, plaintiff Mangal agrees to dismissal of all the claims against defendants, and to release defendants, and any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action that were or could have been alleged in the complaint in this action, arising out of the events alleged in the complaint in said action, including claims for costs, expenses and attorney fees. Plaintiff does not intend, and nothing contained herein shall serve to release any defendant(s); their successors or assigns, all past and present officials, employees, representatives and agents of the City of New York, or agency thereof, from any claims or actions that plaintiff has or may have against any defendant(s) relating to any arrests or incidents that occurred on any date(s) other than the dates alleged in this action.

3. The City of New York hereby agrees to pay plaintiff Ewart Burton the sum of Thirty Five Thousand (\$35,000.00) Dollars in full satisfaction of all claims, including for attorney's fees, costs and expenses. In consideration for the payment of this sum, plaintiff Burton agrees to dismissal of all the claims against defendants, and to release defendants, and any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action that were or could have been alleged in the complaint in this action, arising out of the events alleged in the complaint in said action, including claims for costs, expenses and attorney fees. Plaintiff does not intend, and nothing contained herein shall serve to release any defendant(s); their successors or assigns, all past and

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present officials, employees, representatives and agents of the City of New York, or agency thereof, from any claims or actions that plaintiff has or may have against any defendant(s) relating to any arrests or incidents that occurred on any date(s) other than the dates alleged in this action.

4. Plaintiffs shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraphs 2 and 3 above and an Affidavit of No Liens.

5. Nothing contained herein shall be deemed to be an admission by the defendants that defendants have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

6. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York, or any agency thereof.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject

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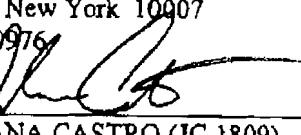
matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
July _____, 2008

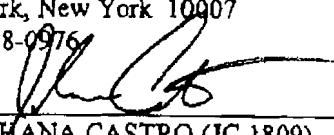
Glenn Wolther, Esq.
Attorney for Plaintiffs
305 Broadway, Suite 1102
New York, NY 10007

By:


GLENN WOLTHER (6u-5740)

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By:


JOHANA CASTRO (JC 1809)
Assistant Corporation Counsel

SO ORDERED:


U.S.D.J.
8/12/08 Part I